



**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY**

**BLACKBERRY WIRELESS INTERNET ACCESS SERVICE**

**THIS IS A MANDATORY USE CONTRACT FOR WIRELESS INTERNET ACCESS SERVICE FOR STATE AGENCIES AND INSTITUTIONS. USERS ARE FREE TO BUY COMPATIBLE EQUIPMENT FROM OTHER SOURCES. THE CONTRACT DOES PROVIDE PRICING FOR EQUIPMENT AS A CONVENIENCE.**

**DATE:** January 10, 2006

**CONTRACT #:** VA-020430-GTSI

**VENDOR:** GTSI Corporation  
3901 Stonecroft Blvd.  
Chantilly, VA 20151

**FIN:** 54-1248422

**CONTACT PERSON:** Ms. Sally Cook  
PHONE: 800-999-4874, Ext. 2155  
703-502-2155  
CELL: 703-307-3021  
FAX: 703-222-5236  
E-MAIL: [Sally.Cook@gtsi.com](mailto:Sally.Cook@gtsi.com)

**TERM:** January 6, 2006 through January 5, 2007

**DELIVERY:** 30 Days

**FOB:** Destination

**PAYMENT:** Net 30 Days

For Additional Contract Information Please Call:

Joe Parr  
Senior Technical Sourcing Consultant  
Phone: 804-371-5991  
E-Mail: [joe.parr@vita.virginia.gov](mailto:joe.parr@vita.virginia.gov)  
Fax: 804-371-5969

Doug Leslie  
Technical Sourcing Consultant  
Phone: 804-371-5213  
E-mail: [doug.leslie@vita.virginia.gov](mailto:doug.leslie@vita.virginia.gov)  
Fax: 804-371-5969

**NOTES:** **ALL TELECOMMUNICATIONS SERVICES MUST BE OBTAINED THROUGH VITA UNLESS A WAIVER IS OBTAINED.**  
Individual Commonwealth of Virginia employees are not authorized to purchase equipment services for their personal use from this contract.

**CONTRACT # VA-020430-GTSI**  
**CONTRACT CHANGE LOG**

[illegible]

**Attachment B To Modification #1**  
**Contract Number VA-020430-GTSI**

**CONTRACT POINT-OF-CONTACT INFORMATION**

**SHIP TO / BILL TO ADDRESSES**

Shipping and billing addresses will be included on individual Orders referencing this Contract.

**DELIVERY SCHEDULE**

All shipments shall be FOB destination. Shipping charges shall be included in product pricing. No additional charges will be allowed. The delivery schedule shall be established by individual order. If delivery of all Products and Services is not completed within thirty (30) days after the scheduled delivery date, the Commonwealth may cancel the Agreement without further obligation.

**DIT POINTS OF CONTACT**

**Contract Information**

Joe Parr  
Senior Technical Sourcing Consultant  
Virginia Information Technologies Agency  
110 South 7<sup>th</sup> Street, East Lobby  
Richmond, VA 23219-3931  
Tel: (804) 371-5991  
Fax: (804) 371-5969  
Email: [joe.parr@vita.virginia.gov](mailto:joe.parr@vita.virginia.gov)

**DIT Billing**

Deborah Workman  
Finance – Telco Reconciliation Manager  
Department of Information Technology  
110 South 7<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Richmond, VA 23219-3931  
Tel. (804) 371-5553  
Fax (804) 371-5250  
Email: [Deborah.workman@vita.virginia.gov](mailto:Deborah.workman@vita.virginia.gov)

**Contract Information**

Doug Leslie  
Technical Sourcing Consultant  
Virginia Information Technologies Agency  
110 South 7<sup>th</sup> Street, East Lobby  
Richmond, VA 23219-3931  
Tel: (804) 371-5213  
Fax: (804) 371-5969  
Email: [doug.leslie@vita.virginia.gov](mailto:doug.leslie@vita.virginia.gov)

**DIT Ordering Officers**

Phil Johnson, Margaret Moran or Don Spangler  
Finance – Accounting and Billing Services  
Department of Information Technology  
110 South 7<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Richmond, VA 23219-3931  
Phil Johnson – Tel (804) 371-8537  
Email: [phillip.johnson@vita.virginia.gov](mailto:phillip.johnson@vita.virginia.gov)  
Margaret Moran – Tel (804) 371-8534  
Email: [Margaret.moran@vita.virginia.gov](mailto:Margaret.moran@vita.virginia.gov)  
Don Spangler – Tel (804) 371-8538  
Email: [don.spangler@vita.virginia.gov](mailto:don.spangler@vita.virginia.gov)  
Fax (804) 371-6343

**CONTRACTOR POINTS OF CONTACT**

**State and Local Program Manager**

Sally Cook  
Senior Program Manager  
GTSI, Inc.  
3901 Stonecroft Boulevard  
Chantilly, VA 20151-1010  
Tel 1-800-999-GTSI (4874), ext. 2155  
Local (703) 502-2155  
Fax (703) 222-5236  
Email: [Sally.Cook@gtsti.com](mailto:Sally.Cook@gtsti.com)

**Service Trouble Reporting**

Toll-free 1-800-333-GTSI (4874)  
Fax 1-703-222-5219  
Email: [tech.support@gtsti.com](mailto:tech.support@gtsti.com)  
[service@gtsti.com](mailto:service@gtsti.com)  
Web: <http://www.gtsti.com/>

**MODIFICATION #9  
TO  
CONTRACT NUMBER VA-020430-GTSI  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
GTSI CORP**

This MODIFICATION #9 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and GTSI Corp, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #9 is hereby incorporated into and made an integral part of Contract VA-020430-GTSI.

**Reference: Page 13 of 29, Paragraph 37, entitled "Term":**

Both of the above referenced parties hereby agree to extend the term of Contract VA-020430-GTSI, as specified in the above reference, from January 6, 2006 through January 5, 2007.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020430-GTSI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED  
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND  
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS  
AND CONDITIONS OF THE CONTRACT.**

GTSI CORP

BY: Sally C. Cook

NAME: SALLY C. COOK

TITLE: PROGRAM GENERAL MGR

DATE: 1/5/06

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Acquisition Supervisor

DATE: 1/5/06

**MODIFICATION #8  
TO  
CONTRACT NUMBER VA-020430-GTSI  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
GTSI CORP**

This MODIFICATION #8 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and GTSI Corp, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #8 is hereby incorporated into and made an integral part of Contract VA-020430-GTSI.

**Reference: Page 13 of 29, Paragraph 37, entitled "Term":**

Both above referenced parties hereby agree to extend the term of Contract VA-020430-GTSI, as specified in the above reference, from August 6, 2005 through January 5, 2006.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020430-GTSI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED  
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND  
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS  
AND CONDITIONS OF THE CONTRACT.**

GTSI CORP

BY: *Sally C. Cook*

NAME: SALLY C. COOK

TITLE: SR. PROGRAM MANAGER

DATE: AUGUST 3, 2005

COMMONWEALTH OF VIRGINIA

BY: *Joe A. Parr*

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 8/4/05

**MODIFICATION #7  
TO  
CONTRACT NUMBER VA-020430-GTSI  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
GTSI CORP**

This MODIFICATION #7 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and GTSI Corp, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #7 is hereby incorporated into and made an integral part of Contract VA-020430-GTSI.

**References:**

- A. Paragraph 50 entitled "Modifications"**
- B. Paragraph 51 entitled "Orders (Telecommunications Services)"**
- C. Paragraph 52 entitled "Orders (Equipment)"**
- D. Paragraph 53 entitled "Ordering Officers:"**

Both of the above referenced parties hereby agree that all Equipment and accessories ordered at the same time as the Equipment shall be ordered by VITA authorized Ordering Officers via a telecommunications Services Order (TSO). Authorized Users of the Contract shall submit requests for Services and / or Equipment to VITA via a Telecommunications Services Request (TSR). The fifteen percent (15%) volume discount does not apply to Equipment orders.

Both of the above referenced parties further agree that accessories ordered separately from Equipment shall be ordered directly from the Contractor by the Authorized User as delineated in Paragraph 52 entitled "Orders (Accessories)" as revised below.

Both of the above referenced parties further agree to replace References B, C, and D above in their entirety and replace same with the following:

**51. ORDERS (TELECOMMUNICATIONS SERVICES)**

VITA retains the exclusive authority to order all Services and Equipment delineated herein. The Commonwealth will issue Telecommunications Services Orders (TSOs) to the Contractor for the Services and / or Equipment identified herein. To be valid, the TSO must cite the Contract Number identified in Block #1, DIT form 62, and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services and / or Equipment acquired under this Agreement. The TSO must identify the Service(s) and / or Equipment to be acquired, the price for each Service and / or Equipment, and the required Service Commencement Date for each Service and / or delivery date for Equipment.

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall process the TSO and return a Service Order identifying the following information:

- a. A verification that the TSO is technically correct
- b. The date the Services will begin or Equipment will be delivered
- c. A verification of the charge for each item (Service and / or Equipment) to be provided, and
- d. Other applicable administrative information necessary to deliver the Services and / or Equipment requested on the TSO.

## **52. ORDERS (ACCESSORIES)**

Authorized Users may order accessories from this Contract by one of the following methods:

- a. Purchase Order (PO): An official PO form issued by an Authorized User
- b. Charge Card:
  - 1) An ordering and payment process under Contract with American Express (AMEX). Each order must not exceed \$5,000.00 or the then current charge card limit. Payment will be made to Contractor by AMEX within three business days
  - 2) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User
- c. Delivery Order: A Delivery Order issued by the Acquisition Services Division, DIT
- d. eVA: An order placed through the eVA electronic procurement website portal at <http://www.eva.state.va.us>

This ordering authority is limited to issuing orders for accessories to Equipment available under this Agreement. Under no circumstances shall any Authorized User or other entity have the authority to modify this Agreement.

## **53. ORDERING OFFICERS**

VITA appoints the following authorized Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services and Equipment as identified herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services or Equipment not set forth herein or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to this Contract must be incorporated in a written modification mutually agreed to by both parties.

The Contractor is hereby notified that the Commonwealth will only make payment only against valid TSOs executed by an authorized Ordering Officer and confirmed by the Contractor. Contractor shall be advised in writing by the VITA authorized representative of any change in the identity of Ordering Officers.

Ordering Officers are Phil Johnson, Don Spangler and Margaret Moran.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020430-GTSI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED  
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND  
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE  
TERMS AND CONDITIONS OF THE CONTRACT.**

GTSI CORP

BY: Jeffrey C. Dahse

NAME: Jeffrey C. Dahse

TITLE: Program General Mgr.

DATE: 4/7/05

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Senior Sourcing Specialist

DATE: 4/8/05

**MODIFICATION #6  
TO  
CONTRACT NUMBER VA-020430-GTSI  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
GTSI CORP**

This MODIFICATION #6 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and GTSI Corp, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #6 is hereby incorporated into and made an integral part of Contract VA-020430-GTSI.

**Reference: Page 16, Paragraph 50 entitled "Modifications":**

Both of the above referenced parties hereby agree to delete the current products and services price list as delineated in Attachment "A" to Modification #4 and replace it in its entirety with the products and services price list attached to this Modification #6. Attachment "A" is hereby incorporated into and made an integral part of the Agreement, as modified. All previous product and services price lists are hereby made obsolete and are no longer valid upon the execution of this modification by both above-referenced parties

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020430-GTSI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES  
OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH  
PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE  
CONTRACT.**

GTSI CORP

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Program General Manager

DATE: 3-14-05

COMMONWEALTH OF VIRGINIA

BY: \_\_\_\_\_

NAME: Joe A. Parr

TITLE: Senior Sourcing Specialist

DATE: 3/16/05

**Attachment "A"**  
**To Modification #9**  
**Contract VA-020430-GTSI**

Vendor	GTSI PART #	VENDOR PART NUMBER	PRODUCT DESCRIPTION @ QTY 1	LIST PRICE	Contract Price	
<b>Paging and Airtime / Service</b>						
RIM	5995-708574	RIMPAGE-1	1 year basic paging. Requires 1 or 2 year wireless email service. Includes a group 800 number w/paging pin, custom greeting and activation		\$98.00	
RIM	5995-708572	RIMUPG-BND1	1 year flat rate / unlimited email. 857/ 950/ 957	\$ 480.00	\$ 548.00	
RIM	5995-1139494	SRV-00001-999	Airtime reactivation fee	\$ 40.00	\$ 40.00	
RIM	5995-708576	RIMPAGEPLUS-1	1 year enhanced paging.		\$ 138.00	
RIM	5995-837193	RIMROAM-1	1 Year US/CAN Roaming		\$ 332.00	
RIM	5995-837190	RIMPAGE-M	1 Month Basic Paging - Must be Purchased with 1 year package		\$ 8.00	
RIM	5995-837189	RIMUPG-BNDM	1 Month Airtime Flat Rate Wireless Email Service		\$ 44.00	
RIM	5995-708572	RIMUPG-BND1	1 Year Airtime Flat Rate Wireless Email Service		\$ 548.00	
RIM	5995-837193	RIMROAM-1	1 Year US/CAN Roaming		\$ 332.00	
Cingular Wireless	6305-1829381	PDA	Unlimited annual wireless data plan for PDA - Other than BB (must be purchased with a device)		\$ 745.00	
Cingular Wireless	6305-1897417	PDA-RENEWAL	Unlimited annual wireless data plan for PDA (other than BB) - FOR RENEWALS ONLY		\$ 745.00	
Cingular Wireless	6305-1834478	ANNUAL UNLIMITED WIRELESS	Unlimited annual wireless data plan for Blackberry - must be purchased with Blackberry		\$ 745.00	
Cingular Wireless	6305-1834478	ANNUAL UNLIMITED WIRELESS RENEWAL	Unlimited annual wireless data plan for Blackberry - FOR RENEWALS ONLY		\$ 745.00	
Cingular Wireless	6305-1974837	797553009139	Aircard 775 (Must be Purchased with annual data activation)		\$ 306.00	
Cingular Wireless	6305-1875854	797553009528.00	GC83 (Must be Purchased with annual data activation)	\$ 250.00	\$ 232.00	
Cingular Wireless	6305-1829382	LAPTOP	Unlimited annual wireless data plan for aircards - Must be purchased with aircard		\$ 1,012.00	
Cingular Wireless	6305-1897418	LAPTOP-RENEWAL	Unlimited annual wireless data plan for aircards - FOR RENEWALS ONLY		\$ 1,012.00	
Cingular Wireless	6305-1709781	240	CONUS ONLY - 1 Year voice access for Blackberry W/Unlimited usage minutes, No Roaming Charges		\$ 1,097.00	
Cingular Wireless	6305-1897420	240-RENEWAL	CONUS ONLY - 1 Year voice access for Blackberry W/Unlimited usage minutes, No Roaming Charges - FOR RENEWALS ONLY		\$ 1,097.00	
<b>Handheld Devices</b>						
Velocita Wireless	6456-1717055	9578CEE25	957 HANDHELD BLACKBERRY ENTERPRISE EDITION	\$499.00	\$431.00	

**Attachment "A"**  
**To Modification #9**  
**Contract VA-020430-GTSI**

Velocita Wireless	6456-1717057	9578CEP25	957 HANDHELD BLACKBERRY ENTERPRISE EDITION W/ IM+	\$499.00	\$431.00	
Velocita Wireless	6456-1717058	9578GLK	RIM 957 GOODLINK EDITION	\$499.00	\$440.00	
Velocita Wireless	6456-1717056	9578SYN25	957 HANDHELD IM+ V2.1 W/ PIM SYNCH	\$499.00	\$440.00	
Velocita Wireless	6456-1717065	03RSLC+W	BLACKBERRY WITH INTERACTIVE MESSAGING PLUS (ONE MONTH)	\$45.00	\$40.00	
Velocita Wireless	6456-1717066	03RSLI+W	INTERACTIVE MESSAGING PLUS (ONE MONTH)	\$45.00	\$40.00	
Cingular Wireless	6305-1651839	797553008019	Blackberry 6710 (must be purchased with annual data activation)	\$ 499.00	\$ 395.00	
Cingular Wireless	6305-1865560	797553008996	Blackberry 7780 (must be purchased with annual data activation)	\$ 599.00	\$ 520.00	
Cingular Wireless	6305-1983498	797553009115	Blackberry 7290 (Must be purchased with annual data activation)	\$ 499.00	\$ 395.00	
Cingular Wireless	6305-2044303	797553009443	Blackberry 7100g (must be purchased with annual data activation)	\$ 499.00	\$ 395.00	
Cingular Wireless	6305-1871533	797553008996-P	TRADE UP ONLY - RIM Blackberry Model 7780 (must be purchased with annual data activation)	\$ 599.00	\$ 525.00	
<b>Accessories</b>						
RIM	5995-1095724	ACC-03447-001	RIM 857/RIM 957 Docking / Charging Cradle	\$60.00	\$40.00	
RIM	5995-1105315	ACC-03447-002	RIM 857/RIM 957 Plastic Swivel Holster	\$20.00	\$7.50	
RIM	5995-1105316	ACC-03447-003	RIM 857/RIM 957 Leather Holster	\$25.00	\$9.50	
RIM	5995-1105317	ACC-03447-004	RIM 857/RIM 957 Cradle AC Adapter	\$15.00	\$7.50	
RIM	5995-1105318	ACC-03447-005	RIM 950 Docking Cradle	\$30.00	\$12.00	
RIM	5995-1105320	ACC-03447-008	RIM 850/RIM 950 Plastic Holster	\$9.99	\$5.00	
RIM	5995-1105321	ACC-03447-010	RIM 950 Battery Door - 2 Prong	\$30.00	\$14.00	
RIM	5995-1105322	ACC-03447-011	RIM 850/RIM 950 Battery Door - 3 Prong	\$30.00	\$14.00	
RIM	5995-1028681	ACC-03279-001	RIM 857/RIM 957 Travel Charger (Lot size 20)	\$39.99	\$22.70	
<b>Software</b>						
RIM	5995-1994559	PRD-07599-001	Blackberry Enterprise Server 4.0 for Microsoft Exchange - 1 User	\$3,099.00	\$2,700.00	
RIM	5995-1994560	PRD-07599-002	Blackberry Enterprise Server 4.0 for Microsoft Exchange - 20 User	\$4,099.00	\$3,607.00	
RIM	5995-1994561	PRD-07599-003	Blackberry Enterprise Server 4.0 for Microsoft Exchange - Trial	\$125.00	\$110.00	
RIM	5995-1994562	PRD-07599-023	Blackberry Enterprise Server 4.0 for Microsoft Exchange - CD Only Trial	\$15.00	\$13.20	

**Attachment "A"**  
**To Modification #9**  
**Contract VA-020430-GTSI**

RIM	5995-1994563	PRD-07599-004	Blackberry Enterprise Server 4.0 for IBM Lotus Domino - 1 user	\$3,099.00	\$2,705.00	
RIM	5995-1994564	PRD-07599-005	Blackberry Enterprise Server 4.0 for IBM Lotus Domino - 20 user	\$4,099.00	\$3,607.00	
RIM	5995-1994565	PRD-07599-006	Blackberry Enterprise Server 4.0 for IBM Lotus Domino - Trial	\$125.00	\$110.00	
RIM	5995-1994566	PRD-07599-025	Blackberry Enterprise Server 4.0 for IBM Lotus Domino - CD Only Trial	\$15.00	\$13.20	
RIM	5995-1994567	PRD-07599-007	Blackberry Enterprise Server 4.0 for Novell Groupwise - 1 user	\$3,099.00	\$2,705.00	
RIM	5995-1994568	PRD-07599-008	Blackberry Enterprise Server 4.0 for Novell Groupwise - 20 user	\$4,099.00	\$3,607.00	
RIM	5995-1994569	PRD-07599-009	Blackberry Enterprise Server 4.0 for Novell Groupwise - Trial	\$125.00	\$110.00	
RIM	5995-1994570	PRD-07599-027	Blackberry Enterprise Server 4.0 for Novell Groupwise - CD Only Trial	\$15.00	\$13.20	
RIM	5995-1994571	PRD-07599-017	Blackberry Enterprise Server CAL, 1 user	\$99.00	\$87.00	
RIM	5995-1994572	PRD-07599-018	Blackberry Enterprise Server CAL, 5 user	\$429.00	\$375.00	
RIM	5995-1994573	PRD-07599-019	Blackberry Enterprise Server CAL, 10 user	\$699.00	\$615.00	
RIM	5995-1994574	PRD-07599-020	Blackberry Enterprise Server CAL, 50 user	\$3,299.00	\$2,903.00	
RIM	5995-1994575	PRD-07599-021	Blackberry Enterprise Server CAL, 100 user	\$5,999.00	\$5,279.00	
RIM	5995-1994576	PRD-07599-022	Blackberry Enterprise Server CAL, 500 user	\$27,499.00	\$24,199.00	
RIM	5995-1994577	PRD-07599-033	Blackberry Enterprise Server S/MIME CAL, 1 user	\$199.00	\$168.00	
RIM	5995-1994578	PRD-07599-034	Blackberry Enterprise Server S/MIME CAL, 5 user	\$949.00	\$740.00	
RIM	5995-1994579	PRD-07599-035	Blackberry Enterprise Server S/MIME CAL, 10 user	\$1,399.00	\$1,100.00	
RIM	5995-1994580	PRD-07599-036	Blackberry Enterprise Server S/MIME CAL, 50 user	\$6,449.00	\$4,599.00	
RIM	5995-1994581	PRD-07599-037	Blackberry Enterprise Server S/MIME CAL, 100 user	\$11,999.00	\$7,900.00	
RIM	5995-1994582	PRD-07599-038	Blackberry Enterprise Server S/MIME CAL, 500 user	\$54,499.00	\$30,600.00	
RIM	5995-1994583	PRD-07599-011	Blackberry Enterprise Server 4.0 for Microsoft Exchange one time upgrade	\$1,099.00	\$968.00	
RIM	5995-1994584	PRD-07599-012	Blackberry Enterprise Server 4.0 for IBM Lotus Domino one time upgrade	\$1,099.00	\$968.00	
RIM	5995-1994585	PRD-07599-013	Blackberry Enterprise Server 4.0 for Novell Groupwise one time upgrade	\$1,099.00	\$968.00	
<b>Repair Parts</b>						
RIM	5995-1194334	RMA/REPAIR950	950 Blackberry Flat Rate Repair	\$175.00	\$150.00	
RIM	5995-1194335	RMA/REPAIR957 OR 857	957 Blackberry Flat Rate Repair	\$200.00	\$175.00	
RIM	5995-1194332	RMA/OUTOFWARRENTY950	950 Out of Warranty Exchange	\$275.00	\$225.00	
RIM	5995-1194333	RMA/OUTOFWARRENTY957 OR 857	957 Out of Warranty Exchange	\$350.00	\$275.00	

CONTRACT NUMBER VA-020430-GTSI

**MODIFICATION No. 2**

**BETWEEN**

**THE COMMONWEALTH OF VIRGINIA,  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY**

**AND**

**GTSI CORPORATION**

The purpose of Modification No.2 is to document the agreement between the Commonwealth of Virginia, Virginia Information Technologies Agency (VITA) and GTSI Corp. for contract renewal to provide Statewide Wireless Data Service for Internet Access effective August 6, 2004 through August 5, 2005, with two (2) remaining one-year renewal options.

Modification #2 is hereby incorporated into and made an integral part of Contract VA-020430-GTSI

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

GTSI CORPORATION

BY: 

NAME: Shelly C. Cook

TITLE: SR. PROGRAM MGR.

DATE: 6/25/04

COMMONWEALTH OF VIRGINIA

BY: 

NAME: LaVerne Branch

TITLE: Sr. Sourcing Consultant

DATE: June 28, 2004

**MODIFICATION #4  
TO  
CONTRACT NUMBER VA-020430-GTSI  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
GTSI CORP**

This MODIFICATION #4 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and GTSI Corp, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-020430-GTSI.

**Reference: Page 16, Paragraph 50 entitled "Modifications":**

Both of the above referenced parties hereby agree to delete (except where noted) the products and service contained in Attachment "A" to this modification under the heading, "Deleted Products and Service" and replace same with the products and service and associated pricing in Attachment "A" under the heading "New Products". Attachment "A" is hereby incorporated into and made an integral part of the Agreement, as modified.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020430-GTSI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES  
OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH  
PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE  
CONTRACT.**

GTSI CORP

BY: *Sally C. Cook*

NAME: SALLY C. COOK

TITLE: SR. PROGRAM MGR

DATE: 6/24/04

COMMONWEALTH OF VIRGINIA

BY: *Joe A. Parr*

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 6/28/04

New Products - Wireless Handheld Products and Service				
Vendor	GTSI PART #	VENDOR PART NUMBER	PRODUCT DESCRIPTION @ QTY 1	Contract Price
Cingular Wireless	6456-1717055	9578CEE25	957 HANDHELD BLACKBERRY ENTERPRISE EDITION	\$431.00
Cingular Wireless	6456-1717057	9578CEP25	957 HANDHELD BLACKBERRY ENTERPRISE EDITION W/IM+	\$431.00
Cingular Wireless	6456-1832773	03RSLC+W-12M	BLACKBERRY WITH INTERACTIVE MESSAGING PLUS (12 MONTHS)	\$521.64
Cingular Wireless	6456-1832775	03RSLI+W-12M	INTERACTIVE MESSAGING PLUS	\$521.64
Cingular Wireless	6456-1831793	03RSLCE-12M	CINGULAR BLACKBERRY AIR-TIME (12 MONTHS)	\$531.30
Deleted Products and Service (Except as noted)				
RIM	5995-988577	PRD-05567-003	RIM 950 WIRELESS HANDHELD (REQ EXCHANGE OR NOTES)	\$313.00
RIM	5995-1635831	PRD-06199-001	RIM 957 (8MEG ONLY-NOT ACITVE) WIRELESS HANDHELD	\$431.00
RIM	5995-988580	PRD-05570-006	RIM 857 WIRELESS HANDHELD (REQ EXCHANGE OR NOTES)	\$431.00
RIM	5995-708572	RIMUPG-BND1	1 YEAR AIRTIME FLAT RATE WIRELESS EMAIL SERVICE	\$548.00
RIM	5995-1340691	RIMUPG-BND1-8MEG	1 YEAR AIRTIME (8MEG ONLY) FOR 957 NEW DEVICE	\$548.00
RIM	5995-1139494	SRV-00001-999	REACTIVATION FEE FOR AIRTIME	\$40.00
RIM	5995-1340689	RIMPAGE-1-3MEG	1 YEAR BASIC PAGING (8MEG ONLY)	\$98.00
RIM	5995-1340690	RIMPAGEPLUS-1-8MEG	1 YEAR ENHANCED PAGING (8MEG ONLY)	\$138.00
RIM	5995-708574	RIMPAGE-1	1 YEAR BASIC PAGING - NO ACTIVATION CHARGE. (Available for current units only)	\$98.00
RIM	5995-708576	RIMPAGEPLUS-1	1 YEAR ENHANCED PAGING - NO ACTIVATION CHARGE. (Available for current units only)	\$138.00

**MODIFICATION #3  
TO  
CONTRACT NUMBER VA-020430-GTSI  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
GTSI CORP.**

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and GTSI CORP., hereinafter referred to as "Contractor," relating to Contract VA-020430-GTSI dated August 6, 2002, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification #3 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification #3 is to document both parties' agreement to update Contract section #61, entitled "*Service Trouble Reporting*", and Attachment A to the Contract, entitled "*Price List – Blackberry Products and Services*". This revised Attachment A contains an updated product price list for Contract Equipment, Software and Services, and a revised point-of-contact list. This Modification #3 is effective immediately upon final execution.

**Reference:** Contract VA-020430-GTSI;

- a. Page 16 of 29, Paragraph 50, entitled "*Modifications*"
- b. Page 19 of 29, Paragraph 61, entitled "*Service Trouble Reporting*"
- c. Pages 25 through 27; Attachment A to Contract VA-020430-GTSI

1. PRICE LIST – BLACKBERRY PRODUCTS AND SERVICES - Both above-referenced parties hereby agree to replace Attachment A to the referenced Contract with the attached updated and revised Attachment A, attached hereto and incorporated herein as Attachment A for Contract Products and Services. All Price List(s) previously incorporated into the Agreement are hereby deleted and made null and void effective immediately upon the final execution of this Modification #3.

2. SERVICE TROUBLE REPORTING – Both above-referenced parties hereby agree to replace the single point-of-contact stated in paragraph #61 of the referenced Contract as follows: "The Contractor's single designated point-of-contact is Sally Cook, Sr. Program Mgr, telephone 1-703-502-2155 (W) or 1-703-307-3021 (C); or email Sally.Cook@gtsi.com".

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020430-GTSI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

GTSI CORP

BY:

NAME:

TITLE: SR. PROGRAM MGR.

DATE:

COMMONWEALTH OF VIRGINIA

BY:

NAME: Robert E. Gleason

TITLE: Technology Contracts Mgr

DATE:

**ATTACHMENT A  
TO  
MODIFICATION #3  
AGREEMENT VA-020430-GTSI**

**PRICE LIST – BLACKBERRY PRODUCTS AND SERVICES**

This Attachment "A" is hereby incorporated into and made an integral part of Agreement VA-020430-GTSI between GTSI Corp. and the Commonwealth of Virginia. All other Price List(s) and Price List Supplement(s) previously incorporated into the Agreement are hereby deleted and made null and void.

**PRICING**

FOB price for all Products and Services delivered under this Agreement are identified below. Services for unlimited wireless usage shall be warranted to operate free from failure and shall be available for use by the Authorized User twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. The cost of this Warranty is included in the monthly recurring price for each Service contained herein and continues throughout the life of the Service. Equipment delivered under this Contract shall be new equipment, and shall include one (1) year Return to Vendor Warranty that commences upon Product Acceptance as delineated in Contract VA-020430-GTSI, Paragraph 42, entitled "Acceptance." Contractor shall repair or replace the Equipment and return within 72 hours of receipt. All Warranty/Maintenance specifications delineated in Contract VA-020430-GTSI shall remain unchanged.

All other features, performance specifications and characteristics, and support requirements shall be in accordance with Contract VA-020430-GTSI.

ITEM	GTSI PART #	VENDOR PART #	PRODUCT DESCRIPTION	PURCHASE PRICE
<b>BLACKBERRY WIRELESS HANDHELD DEVICES</b>				
1	5995-988577	PRD-05567-003	*RIM 950 Wireless Handheld (Requires Exchange or Notes) (Cingular Network - 900MHz) <i>Includes: Docking Cradle, Plastic Holster, Desktop Software CD and User Manual</i>	\$313
2	5995-1320433	PRD-04992-001	RIM 957 (8 meg) Wireless Handheld (Requires Exchange or Notes) (Cingular Network - 900MHz). Same Price as (5 meg) unit 5995-988578. This product has more memory.	\$431
3	5995-988580	PRD-05570-006	*RIM 857 Wireless Handheld (Requires Exchange or Notes) (Motient Network - 800MHz) <i>Includes: Docking/Charging Cradle, Plastic Swival Holster, Desktop Software CD and User Manual</i>	\$431
<b>BLACKBERRY SERVER SOFTWARE</b>				
4	5995-1518889	PRD-06149-001	Blackberry Enterprise Server v3.6 for Microsoft Exchange (20 users)	\$3,421.45
5	5995-1518891	PRD-06154-001	Blackberry Enterprise Server Software for Lotus Domino V 2.2 - includes 20 CAL's	\$3,421.45
6	5995-1518892	PRD-06154-002	2.2 CAL, Lotus Domino, Single	\$49.70
7	5995-1518893	PRD-06154-003	2.2 CAL, Lotus Domino, 10 pack	\$378

8	5995-1518894	PRD-06154-004	2.2 CAL, Lotus Domino, 100 pack	\$3,448.20
9	5995-1354917	PRD-02414-010	CAL, Microsoft Exchange, v3.5 Single license	\$50
10	5995-1354918	PRD-02414-011	CAL, Microsoft Exchange, v3.5 10-pack licenses	\$378
11	5995-1354919	PRD-02414-012	CAL, Microsoft Exchange, v3.5 100-pack licenses	\$3,472
12	5995-988582	PRD-02414-005	CAL - Client Access License (10-pack) (Lotus Domino) - <i>only available for enterprises with 20 or more user licenses for the BES</i>	\$275
13	5995-1599825	PRD-06149-014	BlackBerry Enterprise Server Software Upgrade Program for Exchange V3.6 (includes upgrade for all CALS on 1 BES)	\$854.30
14	5995-1599826	PRD-06154-008	BlackBerry Enterprise Server Software Upgrade Program for Lotus Domino V2.2 (includes upgrade for all CALS on 1 BES)	\$854.30
<b>BLACKBERRY ACCESSORIES</b>				
15	5995-1095724	ACC-03447-001	RIM 857/RIM 957 Docking/ Charging Cradle ( <i>minimum order must be quantity 20</i> )	\$53
16	5995-1105315	ACC-03447-002	RIM 857/RIM 957 Plastic Swivel Holster ( <i>minimum order must be quantity 20</i> )	\$16
17	5995-1105316	ACC-03447-003	RIM 857/RIM 957 Leather Holster ( <i>minimum order must be quantity 20</i> )	\$19
18	5995-1105317	ACC-03447-004	RIM 857/RIM 957 Cradle AC Adaptor ( <i>minimum order must be quantity 20</i> )	\$14
19	5995-1105318	ACC-03447-005	RIM 950 Docking Cradle ( <i>minimum order must be quantity 20</i> )	\$18
20	5995-1105320	ACC-03447-008	RIM 950 Plastic Holster ( <i>minimum order must be quantity 20</i> )	\$8
21	5995-1105321	ACC-03447-010	RIM 950 Battery door - 2 prong (10 pack)	\$14
22	5995-1105322	ACC-03447-011	RIM 950 Battery door - 3 prong (10 pack)	\$14
23	5995-1028681	ACC-03279-001	RIM 857 / RIM 957 Travel Charger (lot size 20)	\$22.70
<b>BLACKBERRY REPAIR PART NUMBERS</b>				
24	5995-1194334	RMA/REPAIR 950	950 BlackBerry Flat Rate Repair	\$150
25	5995-1194335	RMA/REPAIR 957 or 857	957 BlackBerry Flat Rate Repair	\$200
26	5995-1194332	RMA/OUT OF WARRANTY 950	950 Out of Warranty Exchange ( <i>when customer returns defective unit there will be a \$50.00 credit</i> )	\$325
27	5995-1194333	RMA/OUT OF WARRANTY 957 or 857	957 Out of Warranty Exchange ( <i>when customer returns defective unit there will be a \$75.00 credit</i> )	\$425
<b>BLACKBERRY AIRTIME &amp; PAGING SERVICE OPTIONS</b>				
28	5995-708572	RIMUPG-BND1	1 year airtime flat rate for unlimited wireless email service. Required at time of initial order for Models 850/857 and Models 950/957. Then use for airtime renewal for 2nd and subsequent years of airtime after the 1st year.	\$548
29	5995-1340691	RIMUPG-BND1-8MEG	1-YR airtime flat rate wireless email service ( <b>8MB DEVICE ONLY</b> ) - Same Sell Price as 5995-708572	\$548
30	5995-1139494	SRV-00001-999	Reactivation fee for airtime	\$40

31	5995-1340689	RIMPAGE-1-8MEG	1-YR basic paging - No Activation Charge ( <b>8MB DEVICE ONLY</b> ) - Same Sell Price as 5995-708574	\$98
32	5995-1340690	RIMPAGEPLUS-1-8MEG	1-YR enhanced paging - No Activation Charge ( <b>8MB DEVICE ONLY</b> ) - Same Sell Price as 5995-708576	\$138
<b>ADD BLACKBERRY PAGING</b>				
33	5995-708574	RIMPAGE-1	** 1 year Basic paging - No Activation Charge	\$98
34	5995-708576	RIMPAGEPLUS-1	*** 1 year Enhanced paging - No Activation Charge	\$138
<b>ADD BLACKBERRY CANADIAN ROAM OPTION</b>				
35	5995-837193	RIMROAM-1	** 1 year Canadian roam option – No Activation Charge ( <i>To be used if frequent use/travel to Canada. Basic Service includes roaming throughout Continental US</i> )	\$332

**Notes:**

- \* **RIM 950, RIM 957, RIM 850 and RIM 857** must be purchased with annual airtime contract
- \*\* **BASIC PAGING SERVICE** - Available only in conjunction with a one or two year wireless email service. Basic paging includes: Group 800 number with paging pin; Custom greeting & Activation is Included
- \*\*\* **ENHANCED PAGING SERVICE** - Available only in conjunction with one or two year wireless email service. Enhanced paging includes: Personal 800 number; Custom greeting; Voicemail (25 messages; 60 second length; 72 hour retention) and Activation is included
- \*\*\*\* **MAINTENANCE** - Covers all BlackBerry Enterprise Server and BlackBerry Desktop Software releases for a period of one year

**Terms:**

- Email Service "activation fee" included
- 30-day money back guarantee, return within 30 days for a full refund
- Prices effective on date of publication
- Date of publication: July 16, 2003

## **SHIP TO / BILL TO ADDRESSES**

Shipping and billing addresses will be included on individual Orders referencing this Contract.

## **DELIVERY SCHEDULE**

All shipments shall be FOB destination. Shipping charges shall be included in product pricing. No additional charges will be allowed. The delivery schedule shall be established by individual order. If delivery of all Products and Services is not completed within thirty (30) days after the scheduled delivery date, the Commonwealth may cancel the Agreement without further obligation.

## **VITA POINTS OF CONTACT**

### **Contract Compliance Information**

T.J. Hudson, CPPB, VCO  
Contracts Administrator  
Virginia Information Technologies Agency  
110 South 7<sup>th</sup> Street, East Lobby  
Richmond, VA 23219-3931  
Tel (804) 371-5971/ Fax (804) 371-5969  
[tj.hudson@VITA.virginia.gov](mailto:tj.hudson@VITA.virginia.gov)

### **DIT Billing**

Katherine Townsend  
Finance - Accounts Payable  
Virginia Information Technologies Agency  
110 South 7<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Richmond, VA 23219-3931  
(804) 371-5971  
(804) 371-5505 (Fax)  
[katherine.townsend@VITA.virginia.gov](mailto:katherine.townsend@VITA.virginia.gov)

### **Technical Information**

Robert E. Gleason, VCO  
Telecommunications Contracts Engineer  
Virginia Information Technologies Agency  
110 South 7<sup>th</sup> Street, East Lobby  
Richmond, VA 23219-3931  
Tel. (804) 371-5923 Fax (804) 371-5969  
[robert.gleason@VITA.virginia.gov](mailto:robert.gleason@VITA.virginia.gov)

### **DIT Ordering Officers \***

Phil Johnson, Margaret Moran or Don Spangler  
Finance – Accounting and Billing Services  
Virginia Information Technologies Agency  
110 South 7<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Richmond, VA 23219-3931  
[phillip.johnson@VITA.virginia.gov](mailto:phillip.johnson@VITA.virginia.gov) (804) 371-8537  
[margaret.moran@VITA.virginia.gov](mailto:margaret.moran@VITA.virginia.gov) (804) 371-8534  
[don.spangler@VITA.virginia.gov](mailto:don.spangler@VITA.virginia.gov) (804) 371-8538  
Fax - (804) 371-6343

\* Authorized Users of this Contract can initiate Blackberry service by forwarding a Telecommunications Service Request (TSR) form to these individuals. This form may be submitted using the online form at <http://www.vita.virginia.gov/misforms/forms/TSRv2.cfm>. An Authorized User may also print this form by going online to [http://www.vita.virginia.gov/misforms/forms/TSR\\_PDF.cfm](http://www.vita.virginia.gov/misforms/forms/TSR_PDF.cfm), and submit it via fax. VITA staff will process this TSR and submit a Telecommunications Service Order (TSO) with the Services provider as delineated under the Contract paragraph #51 herein, entitled “ORDERS (TELECOMMUNICATIONS SERVICES)”

## **CONTRACTOR POINTS OF CONTACT**

### **State and Local Program Manager**

Sally Cook Sr. Program Mgr  
GTSI, Inc.  
3901 Stonecroft Boulevard  
Chantilly, VA 20151-1010  
Tel 1-800-999-GTSI (4874), ext. 2155  
Local: (703) 502-2155  
Fax: (703) 222-5236  
Email: [Sally.Cook@gtsi.com](mailto:Sally.Cook@gtsi.com)

### **Blackberry Product/Svcs Technical Assistance**

Jacy Orms; Wireless Product Technical Specialist  
Tel: 703-502-2410 / Fax: 703-502-2410  
Email: [jacy.orms@gtsi.com](mailto:jacy.orms@gtsi.com)

### **Service Trouble Reporting**

Toll-free 800-333-GTSI (4874) Fax 703-222-5219  
Email: [tech.support@gtsi.com](mailto:tech.support@gtsi.com) or [service@gtsi.com](mailto:service@gtsi.com)  
Web: <http://www.gtsi.com>

**MODIFICATION #2  
TO  
CONTRACT NUMBER VA-020430-GTSI  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
GTSI CORP.**

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and GTSI CORP., hereinafter referred to as "Contractor," relating to Contract VA-020430-GTSI dated August 6, 2002, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification #2 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification #2 is to document both parties' agreement concerning additions, deletions, and price changes of Contract Equipment, Software and Services, effective immediately upon completion of this Modification #2.

**Reference:** Contract VA-020430-GTSI;

- a. Page 16 of 29, Paragraph 50, entitled "Modifications"
- b. Page 24 of 29, Paragraph 74, entitled "Technology Improvements"

Both above-referenced parties hereby agree to the attached update of Contract Products and Services, as delineated in Attachment A, pages A-1 through A-1, which is incorporated herein and attached hereto.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020430-GTSI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

GTSI CORP.

BY: Steph Hammond

NAME: Stephen Hammond

TITLE: Director

DATE: 7/8/03

COMMONWEALTH OF VIRGINIA

BY: Robert E. Gleason

NAME: Robert E. Gleason

TITLE: Technology Contracts Mgr

DATE: 7/8/03

**Attachment A  
To  
Modification #2  
Contract Number VA-020430-GTSI**

Vendor	GTSI Part #	Vendor Part #	Product Description @ Qty 1	List Price	Contract Price	Status
<b>Wireless Handheld</b>						
RIM	5995-1320433	PRD-04992-001	RIM 957 (8meg only) Wireless Handheld (Requires Exchange or Notes) (Cingular Network - 900MHZ)	\$499.00	\$431.00	Addition
<b>Maintenance</b>						
RIM	5995-1599825	PRD-06149-014	BlackBerry Enterprise Server Software Upgrade Program for Exchange V3.6 (includes upgrade for all CALS on 1 BES)	\$999.00	\$854.30	Addition
RIM	5995-1518895	PRD-06154-010	Blackberry Enterprise Server Software Upgrade Program for Lotus Domino V2.2 (includes upgrade for all CALS on 1 BES)	\$999.00	\$854.30	Addition
<b>Software</b>						
RIM	5995-1518889	PRD-06149-001	Blackberry Enterprise Server v3.6 for Microsoft Exchange (20 users)	\$4,999.00	\$3,421.45	Addition
RIM	5995-1518891	PRD-06154-001	Blackberry Enterprise Server Software for Lotus Domino V 2.2 - includes 20 CAL's	\$4,999.00	\$3,421.45	Addition
RIM	5995-1518892	PRD-06154-002	2.2 CAL, Lotus Domino, Single	\$80.00	\$49.70	Addition
RIM	5995-1518893	PRD-06154-003	2.2 CAL, Lotus Domino, 10 pack	\$650.00	\$378.00	Addition
RIM	5995-1518894	PRD-06154-004	2.2 CAL, Lotus Domino, 100 pack	\$4,999.00	\$3,448.20	Addition
RIM	5995-1518895	PRD-06154-010	Blackberry Enterprise Server Software Upgrade Program for Lotus Domino V2.2 (includes upgrade for all CALS on 1 BES)	\$999.00	\$854.30	Addition
<b>Accessories</b>						
RIM	5995-1028681	ACC-03279-001	RIM 857 / RIM 957 Travel Charger (lot size 20)	\$39.99	\$22.70	Addition
<b>Discontinued</b>						
RIM	5995-1354920	PRD-02414-007	CAL, Lotus Notes Domino, v2.1 Single	\$60.00	\$29.00	Discontinued
RIM	5995-1354916	PRD-04941-002	Blackberry Enterprise Server v3.5 Microsoft Exchange (20 user)	\$4,999.00	\$3,445.20	Discontinued

Mar-18-03 12:41pm From-

T-079 P.002/002 F-256

**MODIFICATION #1  
TO  
CONTRACT NUMBER VA-020430-GTSI  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
GTSI CORP.**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and GTSI CORP., hereinafter referred to as "Contractor," relating to Contract VA-020430-GTSI dated August 6, 2002, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification #1 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification #1 is to document both parties' agreement concerning additions, deletions, and price changes of Contract Equipment, Software and Services, and to update Contract points-of-contact information.

**Reference:** Contract VA-020430-GTSI;

- a. Page 16 of 29, Paragraph 50, entitled "Modifications"
- b. Page 24 of 29, Paragraph 74, entitled "Technology Improvements"

1. Both above-referenced parties hereby agree to the attached update of Contract Products and Services, as delineated in Attachment A, pages A-1 through A-1, which is incorporated herein and attached hereto.
2. Updated Contract Point-of-Contact information, is incorporated herein and attached hereto as Attachment B, pages B-1 through B-1.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020430-GTSI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

GTSI CORP.

BY: 

NAME: Sally C. Cook

TITLE: Sr. Program Manager

DATE: 3/19/03

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Robert E. Gleason

TITLE: Technology Contracts Mgr

DATE: 3/19/03

Mar-19-03 10:03am From-

T-076 P.003/005 F-252

**Attachment A  
To  
Modification #1  
Contract Number VA-020430-GTSI**

ITEM	VENDOR	GTSI PART #	VENDOR PART #	PRODUCT DESCRIPTION @ QTY 1	PRICE	Status
<b>ADDITION OF HANDHELD DEVICES TO CONTRACT SCHEDULE</b>						
1	RIM	5995-1441026	PRD-04992-003	*RIM 957 (8 meg only) Wireless Handheld (Requires Exchange or Notes) (Cingular Network - 900MHz)	\$431	Addition
2	RIM	5995-1320433	PRD-049992-001	RIM 957 (8 meg) Wireless Handheld (Requires Exchange or Notes) (Cingular Network - 900MHz). Same Price as (5 meg) unit 5995-988578. This product has more memory.	\$448	Addition
3	RIM	5995-988577	PRD-05567-003	*RIM 950 Wireless Handheld (Requires Exchange or Notes) (Cingular Network - 900MHz)	\$313	Price Reduction
4	RIM	5995-988580	PRD-05570-006	*RIM 857 Wireless Handheld (Requires Exchange or Notes) (Motient Network - 800MHz)	\$431	Price Reduction
<b>ADDITION OF SOFTWARE PRODUCTS TO CONTRACT SCHEDULE</b>						
5	RIM	5995-1354916	PRD-04941-002	BlackBerry Enterprise Server v3.5 for Microsoft Exchange (20 user)	\$3,445	Addition
6	RIM	5995-1354917	PRD-02414-010	CAL, Microsoft Exchange, v3.5 Single license	\$50	Addition
7	RIM	5995-1354918	PRD-02414-011	CAL, Microsoft Exchange, v3.5 10-pack licenses	\$378	Addition
8	RIM	5995-1354919	PRD-02414-012	CAL, Microsoft Exchange, v3.5 100-pack licenses	\$3,472	Addition
9	RIM	5995-1354921	PRD-02414-004	BlackBerry Enterprise Server SW Upgrade Program for Exchange, Single CAL	\$5	Addition
10	RIM	5995-1354922	PRD-02414-008	** BlackBerry Enterprise Server SW Upgrade Program Upgrade Program for Domino, Single CALs	\$5	Addition
11	RIM	5995-708581	PRD-02414-002	** BlackBerry Enterprise Server SW Upgrade Program for Exchange, 10 CALs	\$36	Addition
12	RIM	5995-988583	PRD-02383-004	** BlackBerry Enterprise Server SW Upgrade Program Upgrade Program for Domino (20 user)	\$232	Addition
13	RIM	5995-988584	PRD-02414-006	** BlackBerry Enterprise Server SW Upgrade Program for Domino, 10 CALs	\$36	Addition
<b>ADDITION OF AIRTIME AND PAGING SERVICE OPTIONS TO CONTRACT SCHEDULE</b>						
14	RIM	5995-1340689	RIMPAGE-1-8MEG	1-YR basic paging - No Activation Charge (8MB DEVICE ONLY) - Same Sell Price as 5995-708574	\$98	Addition

Mar-19-03 10:04am From-

T-076 P.004/005 F-252

15	RIM	5995-1340690	RIMPAGEPLUS-1-8MEG	1-YR enhanced paging - No Activation Charge (8MB DEVICE ONLY) - Same Sell Price as 5995-708576	\$138	Addition
16	RIM	5995-1340691	RIMUPG-BND1-8MEG	1-YR airtime flat rate wireless email service (8MB DEVICE ONLY) - Same Sell Price as 5995-708572	\$548	Addition
<b>DISCONTINUED CONTRACT SCHEDULE ITEMS</b>						
17	RIM	5995-988581	PRD-03291-001	Blackberry Enterprise Server (BES) Software For Microsoft Exchange - Includes 20 CALS	\$1,684	Discontinued
18	RIM	5995-987686	PRD-03296-001	Blackberry Enterprise Server (BES) Software For Lotus Domino - Includes 20 CALS	\$1,684	Discontinued
19	RIM	5995-1028681	ACC-03279-001	RIM 857/RIM 957 Travel Charger	\$32	Discontinued
20	RIM	5995-708579	PRD-02414-001	CAL Client Access License (10-pack) (Exchange) - only available for enterprises with 20 or more user licenses for the BES.	\$275	Discontinued
21		5995-708580	PRD-02383-002	BES Maintenance 1 Year (Lotus Domino) - Upgrade for the BES and 20 CALs	\$255	Discontinued

\* RIM 950-4, RIM 957-5, RIM 857 and RIM 957-8 must be purchased with an annual airtime contract

\*\* Maintenance covers all BlackBerry Enterprise Server and BlackBerry Desktop Software releases for a period of one year

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**Attachment B  
To  
Modification #1  
Contract Number VA-020430-GTSI 1**

**CONTRACT POINT-OF-CONTACT INFORMATION**

**SHIP TO / BILL TO ADDRESSES**

Shipping and billing addresses will be included on individual Orders referencing this Contract.

**DELIVERY SCHEDULE**

All shipments shall be FOB destination. Shipping charges shall be included in product pricing. No additional charges will be allowed. The delivery schedule shall be established by individual order. If delivery of all Products and Services is not completed within thirty (30) days after the scheduled delivery date, the Commonwealth may cancel the Agreement without further obligation.

**DIT POINTS OF CONTACT**

**Contract Compliance Information**

T.J. Hudson, CPPB, VCO  
Contracts Administrator  
Department of Information Technology  
110 South 7<sup>th</sup> Street, East Lobby  
Richmond, VA 23219-3931  
Tel: (804) 371-5971  
Fax: (804) 371-5969  
Email: thudson@dit.state.va.us

**DIT Billing**

Deborah Workman  
Finance - Telco Reconciliation Manager  
Department of Information Technology  
110 South 7<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Richmond, VA 23219-3931  
Tel. (804) 371-5553  
Fax (804) 371-5250  
Email: dworkman@dit.state.va.us

**Contract Information**

Robert E. Gleason, VCO  
Telecommunications Contracts Engineer  
Department of Information Technology  
110 South 7<sup>th</sup> Street, East Lobby  
Richmond, VA 23219-3931  
Tel: (804) 371-5923  
Fax: (804) 371-5969  
Email: rgleason@dit.state.va.us

**DIT Ordering Officers**

Phil Johnson, Margaret Moran or Don Spangler  
Finance - Accounting and Billing Services  
Department of Information Technology  
110 South 7<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Richmond, VA 23219-3931  
Phil Johnson - Tel (804) 371-8537  
Email: pjohnson@dit.state.va.us  
Margaret Moran - Tel (804) 371-8534  
Email: mmoran@dit.state.va.us  
Don Spangler - Tel (804) 371-8538  
Email: dspangler@dit.state.va.us  
Fax (804) 371-6343

**CONTRACTOR POINTS OF CONTACT**

**State and Local Program Manager**

Sally Cook  
Senior Program Manager  
GTSI, Inc.  
3901 Stonecroft Boulevard  
Chantilly, VA 20151-1010  
Tel 1-800-999-GTSI (4874), ext. 2155  
Local (703) 502-2155  
Fax (703) 222-5236  
Email: Sally.Cook@gtsi.com

**Service Trouble Reporting**

Toll-free 1-800-333-GTSI (4874)  
Fax 1-703-222-5219  
Email: tech.support@gtsi.com  
service@gtsi.com  
Web: http://www.gtsi.com/

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**CONTRACT VA-020430-GTSI  
MASTER AGREEMENT  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
GTSI CORP.**

**1. SCOPE OF AGREEMENT**

This is an Agreement (the "Agreement") between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "DIT" (Department of Information Technology) and GTSI Corp. (the "Contractor"), a Delaware corporation having its principal place of business at 3901 Stonecroft Boulevard, Chantilly, Virginia 20151. This Agreement contains the Contractual terms and conditions by which the Commonwealth will establish a Master Contract for State Agencies, Institutions, and other public bodies as defined in Section 2.2-4301. *Definitions* of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users" to acquire unlimited wireless data Internet access services ("Services") and hardware ("Equipment") pursuant to the Commonwealth's Request For Proposal #01-036, dated October 22, 2001 (the "RFP") and the Contractor's proposal, dated January 2, 2002 in response thereto. Hereinafter "Equipment" shall include any necessary software, firmware, and microcode ("Software") integral to the Equipment.

Upon award, all orders for Service will be placed through DIT, and any orders for Equipment will be placed directly with the Contractor by Authorized Users.

**2. INTERPRETATION OF AGREEMENT**

As used in this Agreement, "Software" and "Software product" shall include all related materials and documentation, whether in machine-readable or printed form.

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement and their order of precedence in case of conflict, are: (1) all executed Orders and Attachments referencing this Agreement; (2) this Agreement consisting of and in order of precedence, paragraphs numbered 1 through 73, Attachment A to this Agreement, Attachment B to this Agreement; (3) the Contractor's proposal, both technical and pricing, submitted in response to the Commonwealth's RFP # 2001-036 issued October 22, 2001 ("RFP"); and (4) the Commonwealth's RFP 2001-036. The foregoing documents represent the complete and final Agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

D.I.T.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

### 3. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page ([www.dgs.state.va.us/dps/](http://www.dgs.state.va.us/dps/)).

### 4. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### 5. ANTI-DISCRIMINATION

By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, Services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, Section 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.



- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **6. ETHICS IN PUBLIC CONTRACTING**

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, Services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

## **7. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their proposals, offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal *Immigration Reform and Control Act of 1986*.

## **8. DEBARMENT STATUS**

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or Services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

## **9. ANTITRUST**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or Services purchased or acquired by the Commonwealth of Virginia under said Contract.

## **10. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

D.I.T.

## 11. CLARIFICATION OF TERMS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

## 12. PAYMENT

### A. To Prime Contractor:

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) All goods or Services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

D.I.T.

**B. To Subcontractors:**

- 1) A Contractor awarded a Contract under this solicitation is hereby obligated:
  - (a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
  - (b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
  - (c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

**13. PRECEDENCE OF TERMS**

Paragraphs 1-12 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**14. QUALIFICATIONS OF OFFERORS**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the Services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the Contract and to provide the Services and/or furnish the goods contemplated therein.

**15. TESTING AND INSPECTION**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and Services conform to the specifications.

**16. ASSIGNMENT OF CONTRACT**

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.



## **17. DEFAULT**

In case of failure to deliver goods or Services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

## **18. TAXES**

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

## **19. USE OF BRAND NAMES**

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

## **20. TRANSPORTATION AND PACKAGING**

By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## **21. INSURANCE**

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be

D.I.T.

provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit.

**22. ANNOUNCEMENT OF AWARD**

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD will publicly post such notice on its website at <http://asd.state.va.us/> for a minimum of ten (10) days.

**23. DRUG-FREE WORKPLACE**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

**24. NONDISCRIMINATION OF CONTRACTORS**

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, Services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, Services, or disbursements, the public body shall offer the individual, within a



reasonable period of time after the date of his objection, access to equivalent goods, Services, or disbursements from an alternative provider.

## **25. BREACH**

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required Service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a notice identifying such noncompliance; or (d) fails to provide a written response to a notice of noncompliance within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products and Services shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

## **16. CONTRACT DOCUMENTS**

Nothing contained in this Contract (Contract is defined in paragraph entitled Interpretation of Agreement), is considered Proprietary or Confidential or containing trade secrets as determined by the Contractor. All Contractor provided quotes and other information, in response to an Authorized User's request in the performance of this Contract, shall not contain any proprietary or Confidential information. The Contractor hereby irrevocably withdraws any claim that any future document provided to an Authorized User in response to actions under this Contract, should be treated as proprietary, confidential or contain trade secrete information.

All Contractor documents and information provided in response to an Authorized User's request under the performance of this Contract, as well as all documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Contractor agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted herein.



## **26. NON-APPROPRIATION**

All funds for payment of Equipment, Software or Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or Services dependent on such federal funds without further obligation.

## **27. CONTRACTUAL RECORDS**

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

## **28. PRIME CONTRACTOR RESPONSIBILITY**

If the Contractor's proposal includes any goods or Services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or Services, and that such other party has agreed in writing that it has no objection thereto.

## **29. PRIME CONTRACTOR SPONSORED EQUIPMENT / SERVICE PROMOTIONS**

The Prime Contractor, at his/her discretion, is allowed to sponsor Equipment / Service promotions during the Contract term or any extensions thereof under the following conditions:

- a. Prime Contractor is required to provide in writing to DIT, at least 5 days prior to the promotion, the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; the acceptable writing may be e-mail, or correspondence via USPS or other, and
- b. Prime Contractor is required to identify in writing, the exact Equipment / Services covered in the promotion, and
- c. Prime Contractor is required to identify in writing, the pricing during the promotion or the percentage discount, and



- d. All Prime Contractor Sponsored Equipment / Service Promotions are required to be available to all Authorized Users of the Contract, should the Prime Contractor request a promotion that would be limiting, either through Equipment configuration or quantities of Equipment, the Commonwealth at its discretion, will not provide a written agreement. Both parties agree that promotions shall not target any one Authorized User, or a few Authorized Users, and
- e. All Prime Contractor sponsored Equipment / Service Promotions shall be mutually agreed to in writing, and Prime Contractor shall be in breach of the Agreement in the absence of a writing from both parties; the writing may be e-mail or correspondence via USPS or other, and
- f. In any instance of conflict between this clause, "Prime Contractor Sponsored Equipment / Service Promotions" and the Agreement, this clause shall take precedence. And
- g. In any event wherein the Prime Contractor proposes prices that are different than the Contract prices to any Authorized User, without first obtaining mutual agreement in the format as identified herein, the Prime Contractor shall be in breach of the Agreement and the Commonwealth shall have all remedies available under Contract and law. And
- h. The Commonwealth, at its discretion, may assist in advertising the promotion. This assistance will consist of advertising space on its (Commonwealth's) various web sites, or other assistance at its (Commonwealth's) discretion.

### 30. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any Equipment, Software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the *Code of Virginia* or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of Equipment or Software furnished hereunder with any Equipment or Software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

D.I.T.

If the use of such Equipment or Software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the Software, the Contractor agrees to take back the infringing Equipment, Software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%)

percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above of paragraph 26.

### **31. CONTRACTUAL DISPUTES**

In accordance with Section 2.2-4363 of the *Code of Virginia*, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the *Code of Virginia* nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, *Code of Virginia* or the administrative procedure authorized by Section 2.2-4365, *Code of Virginia*.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or Services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and *Prompt Payment Act* interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support Services hereunder.

### **32. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, Equipment and/or Services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

### **33. PERIODIC PROGRESS REPORTS/INVOICES**

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars Contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be

D.I.T.

Contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

#### 34. FINAL ACTUAL INVOLVEMENT REPORT

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:


<u>FIRM NAME</u>	<u>ADDRESS AND</u> <u>PHONE NUMBER</u>	<u>TYPE GOODS/</u> <u>SERVICES</u>	<u>ACTUAL</u> <u>DOLLARS</u>	<u>PLANNED</u> <u>DOLLARS</u>	<u>% OF TOTAL</u> <u>CONTRACT</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Totals for Business Class			_____	_____	_____

#### 35. BUY OUTS - THIRD PARTY ACQUISITION OF CONTRACTOR'S SOFTWARE

Contractor shall promptly notify the DIT Contracts Manager in the event that the intellectual property in or business associated with any Product or Service covered by this Agreement is acquired from the Contractor by a third party or in the event the Contractor or substantially all of its assets is acquired by a third party.

The terms and conditions of this Agreement including but not limited to the license rights and related Services shall not be affected in such event identified above even if the successor or assignee already has an Agreement with the Commonwealth covering products and Services of the type covered by this Agreement. The Contractor's responsibilities under this Agreement shall not be released by such acquisition. In addition, prior to any acquisition, Contractor shall obtain for the Commonwealth's benefit the assignee's Agreement to fully perform this Agreement.

The successor or assignee, by taking any benefit, including acceptance of payment, under this Agreement ratifies this Agreement.

The failure of any successor or assignee of the Contractor to acknowledge its obligation to adhere to the terms and conditions of this Agreement shall constitute a breach of this Agreement for which the successor or assignee and the original Contractor shall be liable and subject to debarment. 

### **36. COMPLIANCE WITH FEDERAL LOBBYING ACT**

A. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "*Lobbying Act*"), and shall promptly perform all obligations mandated by the *Lobbying Act* in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

B. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

C. A representative of Contractor shall sign the certification attached as Attachment "B" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

### **37. TERM**

This Agreement shall take effect on the date of its final execution by both parties, and shall continue for two (2) consecutive years. The Commonwealth, at its sole discretion, may extend this Agreement for three (3), additional one (1) year periods at the prices identified in the schedule. The Commonwealth will issue written documentation to the Contractor a minimum of thirty (30) days prior to the end of each renewal period for any extension thereafter.

### **38. PRICE PROTECTION AND MOST FAVORED CUSTOMER**

The Commonwealth shall not pay any costs above those specified in this Agreement or set forth on any Order or Attachment referencing this Agreement. Contractor agrees and warrants that for all products pursuant to this Contract, the prices are, and will continue to be at or below any prices offered to any "Authorized User" as defined herein.

If for any reason, during the term of this Agreement, and any renewals thereof, the Contractor enters into an Agreement with any Authorized User, for the same products or services offered under this Agreement which results in a price less than that provided under this Agreement, the Commonwealth shall receive an equivalent reduction in price for such products and services delivered to all Authorized Users under this Agreement from the date that the Contractor provided the lower price to the Authorized User. In the event the Commonwealth becomes aware of an Authorized User, who has received such lower prices, during the Term of this Agreement, DIT will notify the Contractor of such prices for such products and elect to make the more favorable prices applicable to the Commonwealth from the date those prices were available to the Authorized User.

D.I.T.

### **39. DELIVERY DATE**

The Contractor shall deliver the Products and Services ready for testing, by the delivery date specified in any executed Attachment or Order referencing the Agreement. If delivery of all Products and Services is not completed within thirty (30) days after the scheduled delivery date, the Commonwealth may cancel the Agreement without further obligation. The Commonwealth may postpone any delivery date by notifying the Contractor at least seven (7) days prior to the delivery date. However, the delivery date shall not be postponed more than a total of thirty (30) days.

### **40. COMMENCEMENT OF ACCEPTANCE TESTING**

The Products and Services shall be considered ready for testing when the Contractor provides the Commonwealth with the documentation of a successful system audit or diagnostic test performed at the site which demonstrates, to the satisfaction of the Commonwealth, that all Products and Services meet the minimum design capabilities specified by Contractor. If the Contractor certifies that the Products and Services are ready to begin acceptance testing prior to the scheduled delivery date, the Commonwealth, at its option, may elect to test the Products and Services and change the delivery date accordingly.

### **41. REQUIRED PERFORMANCE LEVEL**

To qualify for acceptance, all Products and Services must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, at an average effectiveness level of 95% or more, calculated over a period of thirty (30) consecutive days. The Commonwealth shall not pay any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level. If any Product or Service does not meet the standard of performance during the initial thirty (30) consecutive days, the acceptance period shall continue on a day-to-day basis until all Products and Services concurrently meet the standard of performance for thirty (30) consecutive days.

Should it be necessary, the Commonwealth may delay the start of the acceptance period, but such a delay shall not exceed thirty (30) consecutive days.

### **42. ACCEPTANCE**

The Products and Services shall be deemed accepted on the first day after successful completion of the acceptance period. Upon request, the Commonwealth shall provide written confirmation of acceptance. If the standard of performance has not been met after ninety (90) calendar days have elapsed from the start of the acceptance period, the Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach.

### **43. RECORDS**

The Commonwealth shall maintain appropriate daily records documenting performance during the acceptance period and such records shall be conclusive for purposes of determining acceptance.



#### **44. AVAILABILITY OF EQUIPMENT**

The Contractor represents and warrants that all Products were formally announced for marketing purposes before execution of this Agreement or, in the case of subsequent Orders, before execution of such Orders.

#### **45. HARDWARE SPECIFICATION**

Each hardware Product shall conform to all specifications published or provided by the Contractor or manufacturer, including but not limited to, physical characteristics, operating characteristics, space requirements, power requirements, and maintenance.

#### **46. MANUALS**

Contractor shall supply an operations manual for each Product, and in the case of custom-developed deliverables, shall also provide a manual describing the functions, characteristics and operating capabilities that may be expected of such deliverables.

#### **47. BILLING FORMAT**

Magnetic tape in IBM EBCDIC is the preferred electronic format. A different electronic format may be acceptable, such as ftp, e-mail, CD-ROM provided that it includes the customer number and a hard copy bill that summarizes and reflects the totals in the electronic copy.

#### **48. BILLING DATA**

The Contractor shall provide to DIT a consolidated monthly bill for all Services provided to all Authorized Users under this Agreement in hardcopy and electronic format. The consolidated monthly bill must contain all of the information required by paragraph 49. DIT will deduct a Fifteen percent (15%) discount from the monthly correct billed amount and remit the remainder.

If Equipment is purchased from the Contractor by Authorized Users, it will be billed directly to the Authorized User at the purchase price.

#### **49. INVOICES**

All invoices shall be rendered promptly to DIT after all Services covered by the invoice have been accepted. All payments under this Agreement shall be monthly in arrears. No invoice may include any costs other than those identified in the Agreement or the individual TSO referencing this Contract.

Invoices shall provide at a minimum:

- a. Type and description of the Service;
- b. Customer number
- c. Recurring monthly charges for each Service;
- d. Partial monthly charges (if any)
- e. This Contract Number/TSO Number, and;



f. Contractor's Federal Identification Number (FIN)

Payment for Services that extend beyond the annual Contract period, shall be prorated at 1/12 of the basic annual charges for each calendar month.

**50. MODIFICATIONS**

This Contract may be modified in accordance with Section 2.2-4309 A, C of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modifications to this Contract shall be effective unless it is in writing on paper and signed in ink by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the Contracts Manager, DIT or his duly designated alternate, and for the Contractor the person signing the Contract.

Any Contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

**51. ORDERS (TELECOMMUNICATIONS SERVICES)**

DIT retains the exclusive authority to order all Services delineated herein. The Commonwealth will issue Telecommunications Services Orders (TSOs) to the Contractor for the Services identified herein. To be valid, the TSO must cite the Contract Number identified in Block #1, DIT form 62, and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service, and the required Service Commencement Date for each Service.

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall process the TSO and return a Service Order identifying the following information:

- a. A verification that the TSO is technically correct
- b. The date the Services will begin
- c. A verification of the charge for each item (Service) to be provided, and
- d. Other applicable administrative information necessary to deliver the Services requested on the TSO.



## **52. ORDERS (EQUIPMENT)**

Authorized Users may order Equipment from this Contract by one of the following methods:

- a. Purchase Order (PO): An official PO form issued by an Authorized User
- b. Charge Card:
  - 1) An ordering and payment process under Contract with American Express (AMEX). Each order must not exceed \$5,000.00 or the then current charge card limit. Payment will be made to Contractor by AMEX within three business days
  - 2) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User
- c. Delivery Order: A Delivery Order issued by the Acquisition Services Division, DIT
- d. eVA: An order placed through the eVA electronic procurement website portal at <http://www.eva.state.va.us>

This ordering authority is limited to issuing orders for the Equipment available under this Agreement. Under no circumstances shall any Authorized User or other entity have the authority to modify this Agreement.

## **53. ORDERING OFFICERS**

The Contracts Manager, Acquisition Services Division, DIT, appoints the following authorized Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services as identified herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth herein or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to this Contract must be incorporated in a formal modification to this Contract by the parties identified in paragraph 45 of this Contract.

The Contractor is hereby notified that the Commonwealth will only make payment only against valid TSOs executed by an authorized Ordering Officer and confirmed by the Contractor. Contractor shall be advised in writing by the Contracts Manager, DIT or his appointed designee, of any change in the identity of Ordering Officers.

Ordering Officers are Phil Johnson, Don Spangler and Margaret Moran.

## **54. RISK OF LOSS**

For any Equipment purchased, the Contractor shall have the risk of loss or damage to all Equipment until clear and unrestricted title to such Equipment is transferred to the Commonwealth

## **55. TITLE TO EQUIPMENT**

Clear and unrestricted title to all Equipment purchased under this Agreement shall pass to the Commonwealth upon payment of the purchase price.



## **56. ENGINEERING CHANGES**

Contractor sponsored modifications and/or engineering changes shall be made with the consent of the Commonwealth at no additional charge for a period of one (1) year from the date of installation. The Commonwealth reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the State.

## **57. SUPPLIES**

Authorized charges do not include operational supplies (e.g. paper, tape, etc.) unless such supplies are specifically identified in the Schedule. All supplies used by the Commonwealth shall conform to the Contractor's published specifications provided to the Commonwealth at the time of Equipment installation. The Commonwealth reserves the right to acquire such supplies from any Contractor of its choice.

## **58. EXCHANGE WARRANTY (EQUIPMENT)**

Beginning on the date of acceptance, Contractor shall provide twelve months of Exchange warranty Services for all Equipment purchased under this Agreement between the hours of 8 a.m. to 5 p.m. eastern time, Monday through Friday, excluding Commonwealth holidays. The cost of such Service is included in the purchase price.

Prior to the expiration of the warranty period, whenever Equipment is shipped for mechanical repair or replacement purposes, the Contractor will bear all costs associated with returning the Equipment to the Contractor's repair facility. When repair of the Equipment is completed the Contractor shall bear all costs associated with returning the Equipment to the State's original point of shipment. Cost of shipping includes but is not limited to, costs of packing, transportation, rigging, drayage and insurance for damage or loss. Contractor shall repair or replace the Equipment and return within 72 hours of receipt.

All parts used under this Agreement must be new parts or refurbished parts certifiable as new. Parts which have been replaced shall become the property of the Contractor.

**NOTWITHSTANDING ANY PROVISION IN THIS SOLICITATION, ALL WARRANTIES SHALL INCLUDE SUPPORT FOR ALL SOFTWARE, FIRMWARE AND MICROCODE. ALL WARRANTIES SHALL BE CONSIDERED TO BE PERFORMANCE BASED AND THEREFORE THE CONTRACTOR IS RESPONSIBLE FOR ANY REPORTED FAILURE OF THE EQUIPMENT.**

## **59. CONTRACTOR'S EXCHANGE WARRANTY POINT-OF-CONTACT**

The Contractor's single designated point-of-contact is Prince Anand, Manager, State and Local Programs, telephone 1-800-999-GTSI (4874), ext. 8697, or Cell 1-703-502-2697; or email prince\_anand@gtsi.com.



For Warranty Services the toll-free telephone number is 1-800-333-GTSI (4874); fax number 1-703-222-5219 or email service@gtsi.com or go to <http://www.gtsi.com/>.

## **60. SERVICES WARRANTY**

Contractor shall deliver and maintain the Services as defined below:

a. The Service shall be warranted to operate free from failure and shall be available for use by the Authorized User twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. The cost of this Warranty is included in the monthly recurring price, for each Service contained herein and continues throughout the life of the Service.

b. The Contractor shall respond to reports of interruptions of the Service within two (2) hours after receipt of notification from an Authorized User. The Contractor's response may be On-site or from a remote location based on the Contractor's determination of the source of the failure. If an On-site response is required, the Contractor's repair personnel shall be On-site and working to restore Service within four (4) hours after receipt of the initial report of the failure. The Contractor shall restore Service to normal operation within eight (8) hours after the initial report of the failure.

c. Contractor shall furnish this On-site warranty Service twenty-four (24) hours per day, seven (7) days per week for the duration of this Agreement at no cost to the State. The warranty covers all travel, labor, and parts.

## **61. SERVICE TROUBLE REPORTING**

The Contractor's single designated point-of-contact is Prince Anand, Manager, State and Local Programs, telephone 1-800-999-GTSI (4874), ext. 8697, or Local 1-703-502-2697; or email prince\_anand@gtsi.com.

For Service Trouble reporting the toll-free telephone number is 1-800-333-GTSI (4874); fax number 1-703-222-5219; or email tech.support@gtsi.com or service@gtsi.com; or go to <http://www.gtsi.com/>.

The point-of-contact shall be staffed and available twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.

## **62. SERVICE DOWNTIME CREDITS**

The Authorized User shall be rebated, or credited, a prorated hourly portion of the applicable monthly Service charges for each occurrence during which the Authorized User is denied use of the Service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the Authorized User is denied access to the Service. In addition, the Commonwealth shall be rebated, or credited, all applicable monthly Service charges for any twenty-four (24) hour period of sustained outage of Services. Contractor provided rebates or credits shall never exceed the cost of the Services.

D.I.T.

### **63. COMMONWEALTH'S RIGHTS TO COMPUTER SOFTWARE/FIRMWARE**

Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have:

- a. Unlimited use of the Software/Firmware on the machines for which it is acquired and on any replacement equipment;
- b. Use of such Software Products with a backup system if the system(s) for which it was acquired is for any reason, inoperative or during an emergency, or the performance of engineering changes in features or model;
- c. The right to use such Software Products at any Commonwealth installation to which the machine(s) may be transferred by the Commonwealth;
- d. The right to copy such software for safekeeping or backup purposes;
- e. The right to modify such Software Product or combine it with other programs or material at the Commonwealth's risk; and
- f. The Commonwealth shall have the right to reproduce any and all physical documentation supplied under the terms of this Agreement, provided, however, that such reproduction shall be for the sole use of the Commonwealth and shall be subject to the same restrictions or use and disclosure as are contained elsewhere in this Agreement.

Nothing contained herein shall be construed to restrict or limit the Commonwealth's rights to use any technical data which the Commonwealth may already possess or acquire under proper authorization from other sources.

### **64. SOFTWARE SPECIFICATION**

Each software Product shall conform to all specifications published or provided by the Contractor or developer in all respects, including, but not limited to, operating performance, timing characteristics, sizing and compatibility.

### **65. TITLE (SOFTWARE/FIRMWARE)**

The Contractor represents and warrants that it is the sole owner of the software/firmware product or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software/firmware product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person.

### **66. TERM OF LICENSE**

All licenses granted under this Agreement are purchased on a non-exclusive, irrevocable perpetual license basis and shall commence upon the acceptance of the software Product by the Commonwealth. Notwithstanding the foregoing, the Commonwealth may terminate the license at anytime. All licenses granted to the Commonwealth are for the use of the software Product at the Commonwealth's computing facilities at the sites identified in any executed Attachment or Order referencing this Agreement. This license is perpetual and in no event shall Contractor's remedies for any breach of this Agreement include the right to terminate any license or support services hereunder.

D.I.T.

## **67. CONFIDENTIALITY**

Commonwealth agrees that when the Software Product is proprietary to Contractor and has been developed or acquired at Contractor's expense, that it shall hold and use the Software Product in the same manner as it would deal with its own confidential information. Commonwealth shall not knowingly divulge, nor knowingly permit any of its employees, agents, or representatives to divulge, any proprietary information with respect to the Software Product, the technology embodied therein, or any other documentation, models, descriptions, forms, instructions or other proprietary information relating thereto, except as specifically authorized by Contractor, in writing, or as may be required by the laws of the Commonwealth of Virginia.

Commonwealth shall take all reasonable steps necessary or appropriate to insure compliance with this Section by the Commonwealth's employees, agents and representatives, including copying reproducible legends and markings on all physical components of the Software Product.

The Commonwealth's obligation under this Section shall terminate three years after the Commonwealth ceases using the Software Product containing the proprietary information.

## **68. WARRANTY SOFTWARE**

Contractor warrants the operation of the Software Product identified in this Agreement for a minimum of twelve (12) months (or such longer period as may be agreed to) after installation. Software Products that fail to operate in accordance with the Contractor's Proposal or published specifications will be returned, at Contractor's expense, for replacement. Contractor agrees to replace any non-conforming Software Product within five (5) calendar days after receipt of the returned Software Products. Warranty service shall include, but not necessarily be limited to, detection and correction of errors, updating of all Software Products to operate with all updated or revised versions of the operating systems for which the Software Product is licensed, and provision of enhancements to the Software Product as they are generally made available. Warranty charges shall include unlimited telephonic support and all travel, labor, and documentation necessary to maintain the Products in accordance with Contractor's published specifications.

Contractor warrants the operation of the software/firmware products identified in the Schedule for a period of twelve (12) months after acceptance. Products failing to meet vendor's published specifications will be returned (at the Contractor's expense) for replacement. Contractor agrees to replace the software/firmware product within three (3) days after receipt of the returned product.

In addition, the Contractor agrees to provide all patches, fixes, revisions, updates, upgrades and releases to both the software/firmware and applicable documentation, which may be released by the software developer, along with unlimited telephone support for the duration of the warranty period.



#### **64. MAINTENANCE RENEWAL**

Maintenance under this Agreement shall be renewed at the option of the Authorized User. The Authorized User shall issue a written notification to the Contractor for each twelve (12) month period that maintenance services are required after the initial one (1) year warranty/maintenance period.

#### **69. MAINTENANCE AND SOFTWARE SUPPORT**

When requested by the Commonwealth, the Contractor shall always be responsive to maintenance requirements of the Commonwealth. Maintenance Service shall include, but not necessarily be limited to, detection and correction of errors, updating of all Software Products to operate with all updated or revised versions of the operating systems for which the Software Product is licensed, and provision of enhancements to the Software Product as they are generally made available. Maintenance charges shall include all travel, labor, and documentation. The Commonwealth shall have the option of purchasing, at later dates, additional one (1) year periods of maintenance and support after the expiration of the warranty period. All increases will be governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office. If maintenance prices remain the same or decrease for any succeeding year, the State shall be afforded the opportunity to renew the maintenance services at the lowest price available to any other customer. The ability to increase maintenance fees by the allowable amount shall not begin until completion of the second year of warranty/maintenance and support services.

#### **70. SOFTWARE UPGRADES**

The Commonwealth shall be entitled to receive any and all upgraded versions of the Software Product that Contractor may make available in the future including any third party Software Product provided by the Contractor under this Agreement. The maximum charge to the Commonwealth shall not exceed the lowest price at which the Contractor has sold or licensed the upgraded version.

#### **71. WARRANTY AGAINST SHUTDOWN DEVICES**

Contractor warrants that the Products provided under this Agreement shall not contain any lock, counter, CPU reference, virus, worm or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither the Contractor, nor its agents, employees nor subcontractors shall insert any such device after execution of this Agreement.

#### **72. NONVISUAL ACCESS TO TECHNOLOGY**

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

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(ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and

(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network Services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (I) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, Software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access Software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the *Information Technology Access Act*, Sections 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

### **73. UNIVERSAL SERVICE FUND**

The Contractor agrees to make available to all requesting USF participants, all products and Services as listed and priced herein. The Contractor agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. The Contractor agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of said Contract for USF participation shall be the sole responsibility of the Contractor.

The Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for Services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those agencies and institutions. The Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.

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#### 74. TECHNOLOGY IMPROVEMENTS

The Commonwealth recognizes the rapid pace of development in new technology with the need to refresh equipment to accommodate technological change. It is the Commonwealth's intent to actively seek solutions that allow it to retain its investments in current Equipment and Services, while gaining access to the latest developments in technology in the most cost effective manner. In so doing, the Commonwealth seeks to provide Authorized Users with access to Equipment and Services that are representative of the most recent, innovative, and/or proven technologies available.

Therefore, Contractor agrees to provide DIT with written notification of any known hardware, services, firmware, or software changes at least 60 days, or sooner if agreed to by DIT in writing, in advance of any proposed date for implementing such changes that may affect the features, functionality, or method of operation or delivery of any Service or Product offered under this Agreement. Such changes shall take place only after review by DIT, and upon the written mutual agreement of both parties. Upon DIT's request, the Contractor shall promptly provide all documentation needed to evaluate the impact of such changes.

D.I.T.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**GTSI CORP.**

BY: \_\_\_\_\_

NAME: SCOTT FRIGOLANDER

TITLE: VICE PRESIDENT, Technology Teams

DATE: 7/24/02

**COMMONWEALTH OF VIRGINIA**

BY: \_\_\_\_\_

NAME: Robert E. Gleason

TITLE: Contracts Engineer

DATE: 8/6/02

**ATTACHMENT "A"**  
**TO**  
**AGREEMENT VA-020430-GTSI**

Attachment "A" is hereby incorporated into and made an integral part of Agreement Number VA-020430-GTSI between GTSI Corp. and the Commonwealth of Virginia.

**PRICING**

FOB price for all Products and Services delivered under this Agreement are identified below. Services for unlimited wireless usage shall be warranted to operate free from failure and shall be available for use by the Authorized User twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. The cost of this Warranty is included in the monthly recurring price for each Service contained herein and continues throughout the life of the Service. Equipment delivered under this Contract shall be new equipment, and shall include one (1) year Return to Vendor Warranty that commences upon Product Acceptance as delineated in Contract VA-020430-GTSI, Paragraph 42, entitled "Acceptance." Contractor shall repair or replace the Equipment and return within 72 hours of receipt. All Warranty/Maintenance specifications delineated in Contract VA-020430-GTSI shall remain unchanged.

All other features, performance specifications and characteristics, and support requirements shall be in accordance with Contract VA-020430-GTSI.

ITEM	GTSI PART #	VENDOR PART #	PRODUCT DESCRIPTION	PURCHASE PRICE
<b>DEVICE</b>				
1	5995-988577	PRD-03290-001	*RIM 950 Wireless Handheld (Requires Exchange or Notes) (Cingular Network - 900MHz) Includes: Docking Cradle, Plastic Holster, Desktop Software CD and User Manual	\$326.00
2	5995-988578	PRD-03280-001	*RIM 957 Wireless Handheld (Requires Exchange or Notes) (Cingular Network - 900MHz) Includes: Docking/Charging Cradle, Plastic Swivel Holster, Desktop Software CD and User Manual	\$448.00
3	5995-988580	PRD-03281-003	*RIM 857 Wireless Handheld (Requires Exchange or Notes) (Motient Network - 800MHz) Includes: Docking/Charging Cradle, Plastic Swivel Holster, Desktop Software CD and User Manual	\$448.00
4	5995-988579	PRD-03282-003	*RIM 850 Wireless Handheld (Requires Exchange or Notes) (Motient Network - 800MHz) Includes: Docking Cradle, Plastic Holster, Desktop Software CD, and User Manual	\$349.00
<b>SERVER SOFTWARE</b>				
5	5995-988581	PRD-03291-001	BlackBerry Enterprise Server (BES) Software for Microsoft Exchange – includes 20 CAL's	\$1,684.00
6	5995-987686	PRD-03296-001	BlackBerry Enterprise Server (BES) Software for Lotus Domino - includes 20 CAL's	\$1,684.00

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7	5995-708579	PRD-02414-001	CAL - Client Access License (10-pack) (Exchange) - only available for enterprises with 20 or more user licenses for the BES	\$275.00
8	5995-988582	PRD-02414-005	CAL - Client Access License (10-pack) (Lotus Domino) - only available for enterprises with 20 or more user licenses for the BES	\$275.00
<b>ACCESSORIES</b>				
9	5995-1028681	ACC-03279-001	RIM 857/RIM 957 Travel Charger (minimum order must be quantity 20)	\$32.00
10	5995-1095724	ACC-03447-001	RIM 857/RIM 957 Docking/ Charging Cradle (minimum order must be quantity 20)	\$53.00
11	5995-1105315	ACC-03447-002	RIM 857/RIM 957 Plastic Swivel Holster (minimum order must be quantity 20)	\$16.00
12	5995-1105316	ACC-03447-003	RIM 857/RIM 957 Leather Holster (minimum order must be quantity 20)	\$19.00
13	5995-1105317	ACC-03447-004	RIM 857/RIM 957 Cradle AC Adaptor (minimum order must be quantity 20)	\$14.00
14	5995-1105318	ACC-03447-005	RIM 950 Docking Cradle (minimum order must be quantity 20)	\$27.00
15	5995-1105320	ACC-03447-008	RIM 950 Plastic Holster (minimum order must be quantity 20)	\$8.00
16	5995-1105321	ACC-03447-010	RIM 950 Battery door - 2 prong (10 pack)	\$14.00
17	5995-1105322	ACC-03447-011	RIM 950 Battery door - 3 prong (10 pack)	\$14.00
<b>REPAIR PART NUMBERS</b>				
18	5995-1194334	RMA/REPAIR 950	950 BlackBerry Flat Rate Repair	\$150.00
19	5995-1194335	RMA/REPAIR 957 or 857	957 BlackBerry Flat Rate Repair	\$200.00
20	5995-1194332	RMA/OUT OF WARRANTY 950	950 Out of Warranty Exchange (when customer returns defective unit there will be a \$50.00 credit)	\$325.00
21	5995-1194333	RMA/OUT OF WARRANTY 957 or 857	957 Out of Warranty Exchange (when customer returns defective unit there will be a \$75.00 credit)	\$425.00

ITEM	GTSI PART #	VENDOR PART #	PRODUCT DESCRIPTION	ANNUAL PREPAY PRICE
<b>AIRTIME</b>				
22	5995-708572	RIMUPG-BND1	1 year airtime flat rate for unlimited wireless email service. Required at time of initial order for Models 850/857 and Models 950/957. Then use for airtime renewal for 2nd and subsequent years of airtime after the 1st year.	\$548.00
23	5995-1139494	SRV-00001-999	Reactivation fee for airtime	\$40.00
<b>SOFTWARE MAINTENANCE</b>				
24	5995-708580	PRD-02383-002	**** BES Maintenance 1 year (Exchange) - upgrade for the BES and 20 CAL's	\$298.00

D.I.T.

25	5995-708581	PRD-02414-002	**** CAL Maintenance 1 year (10-pack) (Exchange) - upgrade for additional client licenses for the BES	\$51.00
26	5995-988583	PRD-02383-004	**** BES Maintenance 1 year (Lotus Domino) - upgrade for the BES and 20 CAL's	\$298.00
27	5995-988584	PRD-02414-006	**** CAL Maintenance 1 year (10-pack) (Lotus Domino) - upgrade for additional client licenses for the BES	\$51.00
<b>ADD PAGING</b>				
28	5995-708574	RIMPAGE-1	** 1 year Basic paging - No Activation Charge	\$98.00
29	5995-708576	RIMPAGEPLUS-1	*** 1 year Enhanced paging - No Activation Charge	\$138.00
<b>ADD CANADIAN ROAM OPTION</b>				
30	5995-837193	RIMROAM-1	** 1 year Canadian roam option – No Activation Charge ( <i>To be used if frequent use/travel to Canada. Basic Service includes roaming throughout Continental US</i> )	\$332.00

**Notes:**

- \* **RIM 950, RIM 957, RIM 850 and RIM 857** must be purchased with annual airtime contract.
- \*\* **BASIC PAGING SERVICE** - Available only in conjunction with a one or two year wireless email service. Basic paging includes: Group 800 number with paging pin; Custom greeting & Activation is included.
- \*\*\* **ENHANCED PAGING SERVICE** - Available only in conjunction with one or two year wireless email service. Enhanced paging includes: Personal 800 number; Custom greeting; Voicemail (25 messages; 60 second length; 72 hour retention) and Activation is included.
- \*\*\*\* **MAINTENANCE** - Covers all BlackBerry Enterprise Server and BlackBerry Desktop Software releases for a period of one year.

**Terms:**

- Email Service "activation fee" included.
- 30-day money back guarantee, return within 30 days for a full refund.
- Prices effective on date of publication.
- Date of publication: March 1, 2002

D.I.T.

## **SHIP TO / BILL TO ADDRESSES**

Shipping and billing addresses will be included on individual Orders referencing this Contract.

## **DELIVERY SCHEDULE**

All shipments shall be FOB destination. Shipping charges shall be included in product pricing. No additional charges will be allowed. The delivery schedule shall be established by individual order. If delivery of all Products and Services is not completed within thirty (30) days after the scheduled delivery date, the Commonwealth may cancel the Agreement without further obligation.

## **DIT POINTS OF CONTACT**

### **Contract Compliance Information**

Ms. T.J. Hudson, CPPB, VCO  
Contracts Administrator  
Department of Information Technology  
110 South 7<sup>th</sup> Street, East Lobby  
Richmond, VA 23219-3931  
(804) 371-5971  
(804) 371-5969 (Fax)  
thudson@dit.state.va.us

### **DIT Billing**

Ms. Katherine Townsend  
Finance - Accounts Payable  
Department of Information Technology  
110 South 7<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Richmond, VA 23219-3931  
(804) 371-5971  
(804) 371-5505 (Fax)

### **Technical Information**

Robert E. Gleason, VCO  
Telecommunications Contracts Engineer  
Department of Information Technology  
110 South 7<sup>th</sup> Street, East Lobby  
Richmond, VA 23219-3931  
(804) 371-5923  
(804) 371-5969 (Fax)  
rgleason@dit.state.va.us

### **DIT Ordering Officers**

Phil Johnson, Margaret Moran or Don Spangler  
Finance - Accounting and Billing Services  
Department of Information Technology  
110 South 7<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Richmond, VA 23219-3931  
Phil Johnson - (804) 371-8537  
Margaret Moran - (804) 371-8534  
Don Spangler - (804) 371-8538  
Fax - (804) 371-6343

## **CONTRACTOR POINTS OF CONTACT**

### **State and Local Program Manager**

Prince Anand  
Manager, State and Local Gov't Programs  
GTSI, Inc.  
3901 Stonecroft Boulevard  
Chantilly, VA 20151-1010  
Tel 1-800-999-GTSI (4874), ext. 8697  
Local 1-703-502-2697  
Fax 1-703-222-5212  
email: prince\_anand@gtsi.com

### **Service Trouble Reporting**

Toll-free 1-800-333-GTSI (4874)  
Fax 1-703-222-5219  
Email: tech.support@gtsi.com  
service@gtsi.com  
Web: <http://www.gtsi.com/>



**ATTACHMENT "B"**  
**TO**  
**AGREEMENT – VA-020430-GTSI**

***CERTIFICATION REGARDING LOBBYING***

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative Agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

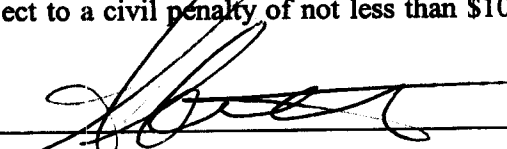
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

  
SCOTT FRIEDLANDER  
GTSI Corp.  
7/24/02

